

Type of recorded document (i.e., easement, right-of-way, etc.):

EASEMENT

DATED: OCTOBER 27, 2004

AFTER RECORDING RETURN ORIGINAL TO:

City of Sherwood
Engineering Department
400 SE Willamette Street
Sherwood, Oregon 97140

AND A COPY TO:

Tualatin Valley Water District
Attn: General Manager
1850 SW 170th Avenue
PO Box 745
Beaverton, OR 97075

Washington County, Oregon 2005-008058

01/24/2005 04:05:14 PM

D-E Cnt=1 Stn=11 C WHITE

\$25.00 \$6.00 \$11.00 - Total = \$42.00



0071779020050080580050055

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry Hanson
Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Officio County Clerk





EASEMENT

After Recording Return To:

Tualatin Valley Water District
Attn: General Manager
1850 SW 170th Avenue
P.O. Box 745
Beaverton, OR 97075

No change in Tax Statements

EASEMENT

This AGREEMENT made and entered into this 27th day of October, 2004, by and between 99 and Eddy, LLC, hereinafter called the GRANTOR, and CITY OF SHERWOOD, hereinafter called the CITY WITNESSETH:

WHEREAS: The GRANTOR is the record owner of the real property in Washington County, State of Oregon, to-wit:

A TRACT OF LAND

and has the right to grant the easement hereinafter described relative to the real estate.

NOW THEREFORE, in view of the premises and in consideration of \$1.00 by the CITY to the GRANTOR paid, the receipt of which is acknowledged by the GRANTOR, it is agreed:

The GRANTOR hereby grants, assigns and sets over the CITY a nonexclusive easement, to-wit:

TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE AND RECONSTRUCT AN UNDERGROUND WATER LINE AND ALL APPURTENANCES RELATED THERETO, WHICH IS AN EXTENSION OF THE CITY'S WATER SYSTEM WITHIN A TRACT OF LAND DESCRIBED HEREINBEFORE (SEE EXHIBIT A AND B.)

The CITY and/or its designated agent(s) shall have all rights of ingress and egress to and from the easement to the extent reasonably necessary for the construction, operation, maintenance, repair, replacement and reconstruction of the water line installed in the easement hereby granted and all rights and privileges incident thereto, provided that such ingress and egress shall not interfere with the use of the real estate by GRANTOR, its agents or tenants.

Except as to the rights herein granted, the GRANTOR shall have full use and control of the above-described real estate.

CITY shall forever defend, indemnify and hold harmless GRANTOR, its agents, employees, officers and tenants from any damage, claim, loss or liability arising out of or any way connected with CITY's use of the easement or other rights created by this instrument. In the event of any breach of this Agreement, the aggrieved party shall be entitled to exercise any remedy provided by law or equity, including the remedies of injunction and specific performance. In the event litigation is commenced to enforce or interpret the provisions of this instrument, including any appeal thereof, the prevailing party shall recover from the other party, in addition to all costs and damages, reasonable attorneys fees at trial, in arbitration and upon any appeal or petition for review thereof.

The period of this easement shall be continuous, always subject, however, to the following specific conditions, restrictions and considerations:

- (a) All costs associated with the installation, maintenance, repair and replacement of the water line within the easement shall be paid solely by the CITY, and GRANTOR shall have no liability therefore.
- (b) Following any installation, maintenance, repair and replacement of the water line, the CITY shall restore the surface of the easement to its former condition at the CITY's sole cost and expense (including without limitation replacement or restoration of landscaping materials).
- (c) This easement shall terminate in the event the water line located pursuant to this easement is not used for a period of three (3) consecutive years.

GRANTOR shall do nothing that interferes with the CITY's facilities and use of the easement. During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense. Any damage caused by leakage from the water line located pursuant to this easement shall be the responsibility of the CITY. The GRANTOR shall be responsible for mowing of grass (if any) and maintenance of landscape materials (trees, shrubs and the like) during the existence of this easement. No structure of any kind shall be constructed within the easement without prior written consent of the CITY.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have agreed this _____ day of _____, 2004.

Grantor
 By: [Signature]
 Printed Name & Signature

 Title

 INDIANA
 STATE OF OREGON)

County of Marion
 Personally appeared before me on the 27th
 day of October, 2004, the above named COO -
Tom McEwen, and acknowledges the foregoing
Easement to be his/her/its voluntary act and deed.

J.A. 10/27/04
J.C.M. OK 10/26/04

CITY OF SHERWOOD
 By: [Signature]
 Printed Name & Signature

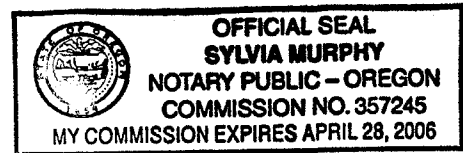
 Title

 STATE OF OREGON)

County of Washington
 Personally appeared before me on the 5
 day of January 18, 2004, the above named
James Patterson of the City of Sherwood,
 and by the authority of its City Council
 acknowledges the foregoing **Easement** to be his/her/its
 voluntary act and deed.

[Signature]
 NOTARY PUBLIC FOR OREGON INDIANA
 My Commission Expires: 2/24/08

[Signature]
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 4.28.06





Phone: (503) 625-6918

Fax: (503) 625-1616

P.O. Box 100, Sherwood, OR 97140

www.benthineng.com

Licensed in OR and WA • Oregon DBE Certification No. 3299

Property Surveys • Topographic/Site Surveys • Subdivision Plats • ALTA Surveys • Construction Staking

EXHIBIT A
WATER VAULT EASEMENT

LEGAL DESCRIPTION

LOCATED IN THE SOUTHEAST $\frac{1}{4}$ SECTION 30,
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
WILLAMETTE MERIDIAN, CITY OF SHERWOOD,
WASHINGTON COUNTY, OREGON

BEGINNING THE 2" BRASS CAP MARKING THE EAST ONE-QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, BEING IN THE CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON; THENCE FOLLOWING THE EAST-WEST CENTERLINE OF SAID SECTION 30, ALSO BEING THE CENTERLINE OF S.W. BORCHERS DRIVE, S89°30'25"W 364.54 FEET TO A POINT; THENCE S00°29'35"E 35.00 FEET TO A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID S.W. BORCHERS DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S89°30'25"W 29.63 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S00°00'00"E 10.00 FEET TO A POINT; THENCE S89°30'25"W 15.00 FEET TO A POINT; THENCE N00°00'00"W 10.00 FEET TO A POINT, SAID POINT BEING LOCATED ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF S.W. BORCHERS DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE N89°30'25"E 15.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED WATER VAULT EASEMENT CONTAINS 150.00 SQUARE FEET, MORE OR LESS.



2005-8058

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EXHIBIT B
 WATER VAULT EASEMENT
 LOCATED IN THE SOUTHEAST 1/4 SECTION 30,
 TOWNSHIP 2 SOUTH, RANGE 1 WEST,
 WILLAMETTE MERIDIAN, CITY OF SHERWOOD,
 WASHINGTON COUNTY, OREGON

